HD pe HD

TV Today Network Limited (TVTN) is organizing the "HD pe HD" contest ("**Contest**") in which the chosen winners will be eligible to win the prizes as detailed under these Terms & Conditions ("**Terms & Conditions**" or "**T&C's**").

The contest is based upon reasonable skill, mere participation does not automatically entitle the participant for a prize, answering all the questions is the only parameter to qualify for a prize.

Participants will have to fill and divulge in following details before becoming eligible for participation in the contest, participants who fill in details as given hereinbelow voluntarily consent to receive SMS and related notification from TVTN

Name:

Name of Media Agency:

Designation:

Age:

Mobile No:

Email ID:

City:

State:

Participants are further called upon to read and understand the following terms and conditions before participating in the Contest, submitting the aforesaid details will imply that the participant has read and understood the terms and conditions of the contest and undertakes to compulsorily abide by it

Terms and condition given hereinbelow are part and parcel of this Contest and equally bound upon the participants.

TERMS & CONDITIONS

This Contest is subject to the following terms & conditions. If any of the participant(s) does not agree with these Terms & Conditions, such participant(s) is advised not to participate in the Contest and TVTN shall have no liability towards such participant(s) in any manner whatsoever. Participation or submission of entry or doing the transaction for the Contest shall be deemed acceptance of the Terms & Conditions by such participant(s). TVTN reserves the right in its sole and absolute discretion to amend/change/vary/terminate all or any of the terms and condition for the Contest, the

participant(s) agrees to such terms as may be amended from time to time. TVTN is not obligated in any manner whatsoever to compensate any person or persons who have participated in the Contest.

For the purposes of these Terms & Conditions, wherever the context so requires, "You" or "Your" shall mean any natural person who is an eligible participant in the Contest in accordance with the Terms & Conditions and the "Company", TVTN "Us", "We" and/ or "Our" shall mean TV Today Network Limited, a company registered under the Companies Act, 1956 having its registered office at F-26, First Floor, New Delhi– 110001, India.

Name and Duration of the Contest:

Name of the Contest: HD pe HD

- The Contest will be commencing on 26th August, 2019 at 00:01 AM and shall end on 15th October, 2019 at 11:59 PM (Indian Standard Time) ("Quiz Schedule"). TVTN may at its sole discretion extend or limit the period of the Contest without any obligation to provide a prior intimation.
- Please note that TVTN may be running similar contests or promotions at the same time as this Contest. This Contest cannot be combined with any other offer or promotion currently being offered by TVTN. By entering this Contest, you will not be eligible to receive any benefit awarded in any other promotion/ contest unless you enter each promotion/ contest separately.

Eligibility:

- Media buyers and planners who are putting HD TV channels in their media plan during the Campaign period are eligible to participate in the Contest.
- The Contest is only open to the members who are Indian citizens and residents of India and are aged 18 years or above and who are physically located and residing in India at the time of entry for the Contest. The Contestant should have an address within the territory of India except in the states or territories in the Republic of India where Contest or any similar prize schemes are not legally allowed.
- Employees of TVTN, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members of TVTN, its affiliates, subsidiaries, and divisions, advertising and promotion agencies, and all others associated with the design, execution, production, development, and promotion of this Contest or are connected to this contest in any way are not eligible to participate in the Contest.
- The participant(s) undertake, warrant and guarantee to TVTN that the participant(s) has the full legal capacity to participate in the Contest in accordance with these Terms & Conditions.

How to Participate:

- Eligible participant(s) need to follow the below rules:
 - 1. Participants would be required to:

i) Demonstrate the effective use of Aaj Tak HD in media plans. The best case studies will be chosen by TVTN's jury which consists of Mr. Rahul Kumar Shaw, COO-TV Today Network and Mr. Vivek Malhotra, Group CMO India Today Group (or such members as may be chosen by TVTN).

Collectively referred to as the "Quiz".

- 2. Sincere efforts will be made to follow the timelines. However, in the event of circumstances beyond the control of Management of TVTN, these timelines may need to be altered.
- 3. No Expense(s) shall be borne by TVTN, whatsoever.
- 4. Winner of the contest will be contacted and intimated based on the information given by the participants during the contest (email/SMS/Phone Call).
- 5. All prizes are not-transferable and non-refundable.
- 6. Prizes are subject to the laws prevailing in the country, including regulations as may be applicable to the winner.
- 7. TVTN's selection of the winners will be final and binding on all participants.
- 8. No review or enquiry into the selection process of the winners will be entertained.
- 9. TVTN reserves all rights and discretion for selecting the winners.
- 10. Judging Criteria:-Case studies submitted by the participants will be evaluated by jury and they will decide the winners on the basis of "Effective use of Aaj Tak HD in Media plan"

Selection of Winners and Result Announcements:

- From the eligible participants who submitted the case study of , 20 participants will be selected as winners under this Contest ("Winners").
- Management will make reasonable efforts to contact and intimate the winners based on the information given by the participants during the contest (email/SMS). The Winner(s) may forfeit their claim to the Prize if they do not meet the eligibility criteria or do not comply with these Terms & Conditions.

Prize:

- As the winning prize, lucky winners will be eligible to win the below listed prizes ("Prize"):
 - **1**st **Prize** : Harley Davidson Bike 01 Winners
 - **2nd Prize**: Bose Sound Bar 02 Winners
 - **3rd Prize** : 55" HDTV 04 Winners
 - 4th Prize : iPad 05 Winners
 - **5th Prize** : Bose ear pods 08 Winners

- TVTN shall not be responsible for any loss, harm or injury caused to any of the winners or any person associated with the winner due to use of the prizes so awarded.
- Prize or any benefit(s) arising to the participant(s)/Winner(s) shall be nontransferable to another individual. Prize is not assignable or exchangeable. Prize cannot be negotiated or refunded. Only the Winner(s), and no other person, may claim the Prize. No cash payment in lieu of the Prize shall be given to the Winner(s).
- Prize shall be subject to these Terms & Conditions and compliance with all applicable statutory legislations/ processes /formalities as may be applicable to specific Prize.

Disqualification

- This Contest may require the participant(s) to provide personal information such as name, email id, address and mobile number, photograph, identity proof, address proof and the PAN card ("Personal Identifiable Information"). The Personal Identifiable Information may be requested to process the results of the Contest (for example, identifying entries/transactions, etc.), declare and inform the Winner(s) of the Contest. TVTN may, at its discretion, contact the participant(s) if required, for any clarifications needed for the information provided during the registration and short-listing processes. Failure to provide Personal Identifiable Information, proof or clarifications required by TVTN in this regard within - 24 hours after intimation from receiving the email with the above requested would result in disqualification of the participant(s) from the Contest.
- All Personal Identifiable Information requested by and supplied to TVTN by the participant(s) must be truthful, accurate and in no way misleading. TVTN reserves the right to disqualify any participant(s) from the Contest at any stage of short-listing at its sole discretion, should the participant(s) at any stage supply untruthful, inaccurate or misleading personal details and/or information. If, at any time, including after disbursement of the prize, any information submitted by the participant(s) is found to be incorrect, false, or otherwise misrepresented or misleading, the participant(s) shall be liable to refund all amounts/Prize(s) received from TVTN.
- Participant(s) must strictly follow the process as displayed on the Website and these Terms & Conditions. Non-performance by any participant(s) and/or Winner of the Contest to the process and these Terms & Conditions will result in immediate disqualification of the participant(s)/Winner(s) from participation or winning the Prize as the case maybe. TVTN reserves its right to select and declare or not to declare the Winner(s) if a participant(s) has not followed the procedure to the satisfaction of TVTN. Decision of TVTN in this regard is final and no correspondence in this regard will be entertained.
- While accepting the Prize, the Winner(s) may be required to sign an "indemnity and release of claims" form or any other documents required by TVTN, as the case may be, which shall release TVTN of all liability. Failure to complete and sign any documents requested by TVTN may result in disqualification and selection of an alternate Winner. All decisions of TVTN are final in this regard.

 Notwithstanding anything contained hereinabove, TVTN, in its sole discretion may disqualify any individual/ Winner who is found to be: (a) tampering with the entry/transaction process or the operation of the Contest or Website; (b) acting in violation of these Terms & Conditions; or (c) indulging in misconduct, acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person/ Participant/ Winner.

Privacy:

- By entering into the Contest, the Winner(s) waive all copyrights, rights of publicity and any related rights and consents to TVTN' right to picture, tape or portray him/her as a Contest Winner(s), and to exhibit this material in any and all media now existing or hereinafter created, including without limitation television, film, radio and print media, without any compensation whatsoever for advertising and publicity purposes, except where prohibited by law. The Prize Winner(s) also consent to TVTN' right to use his/her name, voice or picture, or the content of his/her Contest entry(ies)/transactions etc. (collectively, the "Publicity Rights"). Notwithstanding a participant's participation in the Contest, there is no obligation on the part of TVTN to broadcast any events in which he/she has taken part, or any or all of his / her contribution as recorded by the TVTN.
- By making entries/transactions for the purpose of the Contest, a participant(s) consent to and permit TVTN to send SMSs, e-mail or call him / her, whether or not such sender is registered on the National Do Not Call registry.
- By entering the Contest, a participant(s) consent to being placed on a mailing/SMS list for promotional and other materials for TVTN
- Participants shall be subject to the privacy policy of TVTN as placed on its Website. Please note that providing any information to TVTN by a participant(s) is by his choice. By entering the Contest, a participant(s) agrees to allow TVTN to use the information provided by such participant(s).
- TVTN assumes no responsibility for errors, timeliness, deletion, miss-delivery or failure to store any user communications or personalization settings.

Liability/responsibility:

- TVTN is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such entries/transactions. Participant(s) further understands and acknowledges that he/she may be exposed to entries/transactions that is inaccurate, offensive, indecent, or objectionable, and he/she agrees to waive, and hereby do waive, any legal or equitable rights or remedies he/she has or may have against TVTN with respect thereto, and agree to indemnify and hold TVTN, its owners/operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to his/her access to or use of the Website.
- TVTN, including their divisions, associates, affiliates and subsidiaries, and their respective agents, representatives, owners, directors, employees, officers, distributors, retailers, and advertising/promotion agencies, are not responsible for any loss of entries/transactions for any reason whatsoever including, due to any problems caused, service providers, technical disruption and/or failure/ server problems and/ or any other difficulties faced by the participant(s) before or on the

last date of the Contest for any reason whatsoever or for the entries/transactions received after the last date of the Contest due to any reasons whatsoever. Entries/transactions are void if, inaccurate, incomplete, damaged, tampered with, falsified, mechanically reproduced, irregular in any way or otherwise not in compliance with these Terms & Conditions.

- TVTN shall not be responsible for any errors or omissions in the Terms & Conditions contained herein. Any and all information provided in the Contest is provided "As is" without warranty of any kind. TVTN makes no representations and disclaims all express, implied, and statutory warranties of any kind to the participant(s) and/or any third party including, without limitation, warranties as to accuracy, timelines, completeness, merchantability, or fitness for any particular purpose.
- Under no circumstance TVTN or its affiliates and subsidiaries and/or their respective agents, representatives, owner's directors, employees, officers, distributors, retailers, and advertising/promotion agencies shall be liable to the participant(s)/user and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if TVTN has been advised of the possibility of such damages.
- TVTN or any of its affiliates will not be liable for any loss of earnings, or otherwise caused to the participant(s) and arising as a result of his/her participation in the Contest.
- Any failure by TVTN to perform its obligations will be excused to the extent such performance is prevented due to reason of force majeure such as acts of God, explosion, labour dispute, failure of utilities, governmental interference or any other act or condition beyond the reasonable control of TVTN ("Force Majeure Event"). TVTN shall be not liable for any delay or loss or adverse effect caused to a participant(s) in the Contest including the Winner(s) as a result of a Force Majeure Event.
- Any failure by TVTN to perform its obligations due to termination of contracts/arrangements of the TVTN by the third parties which forms the basis of offering Prize by TVTN shall be a Force Majeure Event and accordingly the provisions relating to a Force Majeure Event shall be applicable.
- This Contest is being made purely on a "best effort" basis and participating in this Contest is voluntary. By participating in the Contest, you will be legally bound hereby, to release from liability, and hold harmless TVTN, and any of its affiliates, employees or agents representing or related to TVTN and its services/products. This release is for any and all liability for personal injuries (including death), property loss or damage, and misuse of the benefits/ Prize(s) offered under this Contest, in connection with any activity or directly or indirectly, by reason of the acceptance, possession, or participation in the Contest, even if caused or contributed to by our negligence.

Other Terms & Conditions:

• The participant(s) hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with TVTN or its affiliates, as the case may be.

- The participant(s) acknowledges that his/her right to participate in the Contest shall constitute good and valid consideration, binding him/her by the terms of these Terms & Conditions. However, participation in the Contest shall in no way guarantee the right to a prize. All final award decisions shall be at the sole discretion of the TVTN only. Mere participation does not entitle any participant(s) to a Prize.
- By participating in the Contest, each participant(s) agrees to be bound by any decisions made by TVTN in its sole discretion, including any interpretations of the Terms & Conditions. In the event of any ambiguity/ uncertainty/ unavailability of the winner, TVTN, in its own discretion shall be entitled to cancel the Prize(s) for the said Winner(s). No correspondence in this regard shall be entertained and TVTN' decision shall be final, binding and non-contestable. Participant(s) acknowledge that the interests of the Contest shall override those of any participant(s).
- In case the Winner(s) is found to be in violation of any and all rules/processes of the Contest or indulging in misconduct, TVTN reserves the right to initiate legal proceedings against such person(s) including, but not limited to, disqualification of such Winner from the Contest at any stage or, having the concerned Winner to refund the Prize together with penalty interest as deemed fit by TVTN.
- If due to any reason the Contest cannot be held as planned, including without limitation any infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, or for any other reason whatsoever, TVTN reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest.
- All other standard Terms & Conditions, including the terms of use of Website and the privacy policy mentioned on the Website would apply to the participant(s).
- In the event of any conflict between the Terms & Conditions herein, and any other information displayed on the Website (i.e. terms of use of Website and the privacy policy, including the FAQs (If any), in relation to this Contest, the Terms & Conditions herein shall prevail.
- The Contest even though is based upon reasonable skill, however for avoidance of any doubt, the contest is not available for the person(s) residing in Tamil Nadu in view of the provisions of the Tamil Nadu Prize Scheme (Prohibition) Act, 1979 and all other Indian states and union territories where Contest or similar prize schemes are not permitted in accordance with the applicable laws of the concerned state or union territories.
- The Contest and Terms & Conditions shall be governed by and construed in accordance with the applicable laws of India. Failure by TVTN to enforce any of these Terms & Conditions in any instance shall not be deemed to be a waiver of the Terms & Conditions and shall not give rise to any claim by any person. These Terms & Conditions are subject to Indian laws and the Courts at New Delhi shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.